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8 **UNITED STATES DISTRICT COURT**  
9 **DISTRICT OF NEVADA**

10 BLUE SUNSETS, LLC, et al.,  
11 Plaintiff(s),  
12 v.  
13 MYKALAI KONTILAI, et al.,  
14 Defendant(s).  
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Case No. 2:18-cv-00090-JCM-NJK  
ORDER  
(Docket No. 5)

16 Pending before the Court is Defendants’ motion to seal the complaint. Docket No. 5. The  
17 motion suffers from several procedural deficiencies. First, although Defendants filed the motion as one  
18 seeking “ex parte” relief, *see id.* at 1, the motion was served on opposing counsel, *id.* at 7. By definition,  
19 the motion is not “ex parte.” Local Rule IA 7-2(a). Moreover, Defendants have not provided sufficient  
20 explanation why the motion should be decided without allowing a response from Plaintiffs. Second, the  
21 motion to seal was itself filed under seal. Docket No. 5. No showing has been made (or even attempted)  
22 to explain why the motion to seal itself (and attachments thereto) should be kept secret.

23 The motion also suffers from numerous substantive deficiencies. Most significantly, it is well-  
24 settled that a request to seal a complaint must be supported by a showing of “compelling reasons,” not  
25 simply “good cause.” *E.g., Billman Prop., LLC v. Bank of Am., N.A.*, 2015 WL 575926, at \*1 (D. Nev.  
26 Feb. 11, 2015) (collecting numerous cases). The pending motion does not attempt to provide legal  
27 authority otherwise, and instead asserts that the lower “good cause” standard applies here since that  
28 standard applies when a party seeks to seal “documents attached to a non-dispositive motion.” Docket

1 No. 5 at 2. That is not the situation here. Complicating matters further, other aspects of the motion also  
2 appear to be entirely misplaced in this case. *See, e.g., id.* (arguing that entry of a protective order shows  
3 that good cause exists to seal the document, even though no such protective order exists in this case or  
4 has otherwise been identified).<sup>1</sup> Additionally, Defendants' argument is grounded on the existence of a  
5 non-disclosure agreement that they contend applies to some information in the complaint, but they have  
6 failed to provide any legal authority or meaningfully developed argument that the existence of an NDA,  
7 standing alone, suffices to seal court documents in light of the presumption of public access.<sup>2</sup>

8 For the reasons identified above, the motion to seal is **DENIED** without prejudice. In addition  
9 to any renewed attempt to seal the complaint, Defendants must also provide a basis for continuing to  
10 keep sealed their filing at Docket No. 5. Accordingly, a motion to seal Docket No. 5 must be filed by  
11 January 26, 2018, or the Court will unseal that motion and the exhibits thereto.

12 IT IS SO ORDERED.

13 DATED: January 19, 2018

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16 NANCY J. KORPE  
17 United States Magistrate Judge  
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21 <sup>1</sup> Because there is no protective order in this case, the Court is not entirely clear what it is Defendants  
22 are attempting to argue here. The Court notes, however, that the fact that a court has entered a blanket  
23 stipulated protective order and that a party has designated a document as confidential pursuant to that  
24 protective order does not, standing alone, establish sufficient grounds to seal a filed document. *See, e.g.,*  
25 *Florence v. Cenlar Fed. Savings & Loan*, 2017 WL 1078637, at \*4 n.5 (D. Nev. Mar. 20, 2017) (citing *Foltz*  
*v. State Farm Mut. Auto. Ins. Co.*, 331 F.3d 1122, 1133 (9th Cir. 2003) and *Beckman Indus., Inc. v. Int'l Ins.*  
*Co.*, 966 F.2d 470, 476 (9th Cir. 1992)).

26 <sup>2</sup> The Court does not here attempt to catalogue all of the deficiencies with the motion, and there are  
27 others. *See, e.g., Foltz*, 331 F.3d at 1137 (redaction rather than wholesale sealing is required whenever  
28 feasible). Any renewed motion must carefully review the legal standards and requirements for seeking the  
relief being sought.